

AGREEMENT #720C-04211-09D00

**COMMONWEALTH OF VIRGINIA
INTERAGENCY AGREEMENT**

THIS DOCUMENT CONSTITUTES AN AGREEMENT BETWEEN:

The University of Virginia Health Services Foundation on behalf of its Department of Psychiatry and Neurobehavioral Sciences, P.O. Box 800623, Charlottesville, VA 22908-0623, hereinafter referred to as HSF or Contractor;

AND

The Department of Mental Health, Mental Retardation and Substance Abuse Services (Central Office and all facilities), hereinafter referred to as Contracting Agency or DMHMRSAS;

AND IS DATED December 2, 2008

In as much as Contracting Agency or DMHMRSAS requires certain services and the Contractor has agreed to provide such services, by result of negotiation between the parties, and for and in consideration of the respective undertakings of the parties of this contract, the following agreements are made:

1.0 PURPOSE:

The purpose of this Agreement is to establish an agreement with HSF for the provision of DSM IV Cultural Formulation Consultation. HSF, through Dr. Larry Merkel will provide training for the Virginia Department of Mental Health, Mental Retardation, and Substance Abuse Services, at dates and locations to be determined.

2.0 SCOPE OF WORK:

2.1 HSF, through Dr. Larry Merkel, will provide DSM IV Cultural Formulation Consultation for the Virginia Department of Mental Health, Mental Retardation, and Substance Abuse Services, at dates and locations to be determined. Consultation seminars are intended to be held on the DMHMRSAS' campuses or sites in close proximity.

3.0 CONSIDERATION, COMPENSATION AND PAYMENT

3.1 The fee to be paid to HSF shall be \$200 per hour, including travel to and from the consultation sessions. Each facility/CO will submit a purchase order to HSF that references this agreement number.

3.2 Payment in the amount agreed upon within the purchase order shall be made to HSF upon receipt and approval of a valid Interagency Transfer (IAT) for the consultation. The IAT would go directly to the facility/CO and be paid by them. State travel reimbursement vouchers shall be submitted as support for travel payments.

3.3 Payment of IATs shall be contingent upon satisfactory receipt and approval of services and documented completion of specified requirements.

3.4 IATs shall display in a prominent place the Agreement number assigned to this document.

3.5 Travel, hotel and per diem costs shall be reimbursed to the contractor according to the Commonwealth of Virginia travel reimbursement policies that are in place at the time that training is provided. Reimbursement requests will not be processed without proper documentation.

4.0 DELIVERABLES:

4.1 The Contractor shall provide a written notice to the Central Office/Facility that the consultation has been completed and that a treatment plan has been developed.

5.0 PERIOD OF THE AGREEMENT:

5.1 This agreement shall commence upon final execution and continue through completion of December 31, 2009.

5.2 If this Agreement is terminated, Facility/Central Office shall be liable only for payment of expenses for services rendered before the effective date of termination.

5.3 Payment of all invoices shall be contingent upon receipt and approval of all required Scope of Work activities and Deliverables. Facility/Central Office will accept IATs under this Agreement until one month following completion of the seminar, after this time Facility/Central Office will no longer accept invoices or IATs for reimbursement under this Agreement. HSF fully understands that Facility/Central Office shall not be responsible for payment of invoices received after the timing specified above. It is further understood by HSF that Facility/Central Office shall not be held responsible for payment of billable services to HSF if HSF fails to comply with this invoicing requirement, as the funding source for payment of billable services under the contract may no longer be available. DMHMRSAS upon request from HSF may grant an extension to the above deadline.

6.0 GENERAL CONDITIONS:

6.1 **Compliance:** By signature below, the Contractor certifies to the Commonwealth that they shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (*Code of Virginia*, § 2.2-4343.1E).

6.2 **Authorities:** Nothing in this Agreement shall be construed as authority for either party to make commitments that will bind the other party beyond the scope of service contained herein. Furthermore, the Contractor shall not assign, sublet, or subcontract any work related to this agreement or any interest he/it may have herein without the prior written consent of the Contracting Agency.

6.3 **Performances:** All services provided by Contractor pursuant to this Agreement shall be performed to the satisfaction of the Contracting Agency, and in accord with all applicable federal, state and local laws, ordinances, rules and regulations. Contractor shall not receive payment for

work found by the Contracting Agency to be unsatisfactory, or performed in violation of federal, state or local laws, ordinances, rules or regulations. Should any disagreements arise under any portion of this contract, both parties agree to attempt to resolve through open discussion any conflicting issues prior to issuing any notice of cancellation.

- 6.4 **Modification of Agreement:** The Contracting Agency may, upon mutual agreement with the Contractor, issue written modifications to this agreement, to include but is not limited to the scope of work, deliverables, budget and compensation. Any and all modifications to this agreement shall be in writing and signed by the parties below or their official designee.
- 6.5 **Financial Records Availability:** The Contractor agrees to retain all books, records, and other documents relative to this Agreement for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Contracting Agency, its authorized agent, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- 6.6 **Availability of Funds:** It is understood and agreed between the parties herein that the Contracting Agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Agreement.
- 6.7 **Drug Free Workplace:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 6.8 **Subcontracts:** No portion of the work shall be subcontracted without prior written consent of the Contracting Agency. In the event that the Contractor desires to subcontract any additional part of the work specified herein, the Contractor shall furnish the Contracting Agency the names, qualification and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall ensure compliance with all requirements of the contract.
- 6.9 **Nondiscrimination of Contractors:** A contractor shall not be discriminated against in the award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- 6.10 **Contractual Disputes:** Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment. Written notice of the Contractor's intention to

file such claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The contract may require submission of an invoice for final payment within a certain time after completion and acceptance of the work. Pendency of claims shall not delay payment amounts agreed due in the final payment.

The claim shall be filed with the Administrative Services Director setting forth the factual basis for the claim. The Administrative Services Director shall review the claim and notify the Contractor of the decision by certified mail within fifteen (15) days of receipt. The notification shall set forth the reasons for the decision and inform the Contractor that they may request a review of the decision by the Commissioner by filing such request within ten (10) days of receipt of the initial decision. The Commissioner may convene a panel to advise on a decision. The Commissioner shall render a final decision setting forth the reasons for the decisions within thirty (30) days of receipt of the request for review.

The Contractor may not institute legal action prior to receipt of the Commissioner's decision on the claim as provided in § 2.2-4364 of the *Code of Virginia*, unless the Commissioner fails to render the decision within thirty (30) days of receipt of the claim.

Failure of the Administrative Services Director or Commissioner to render a decision within the time frames specified shall not have the effect of affirming or denying the claim, but shall only permit the Contractor to proceed to the next step in the process. (§ 2.2-4363 of the *Code of Virginia*).

6.11 CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

6.11.1 The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

6.11.2 The Contracting Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Contracting Agency a credit for any savings. Said compensation shall be determined by one of the following methods:


- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Contracting Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Contracting Agency with all vouchers and records of expenses incurred and savings realized. The Contracting Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Contracting Agency within thirty (30) days from the date of receipt of the written order from the Contracting Agency. If the parties fail to agree on an amount of

adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Contracting Agency or with the performance of the contract generally.

6.12 Contract Renewal: This contract may be renewed by the Contracting Agency upon written agreement of both parties for five (5) additional one-year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

University of Virginia Health Services Foundation

By: 


Marc J. Dettmann
Chief Executive Officer


**Department of Mental Health, Mental Retardation
And Substance Abuse Services**

By: 
Joy S. Lazarus
Administrative Services Director

Date: 1/7/09

APPROVED BY:
Department of Psychiatry and Neurobehavioral Sciences


Professor Bankole A. Johnson
Scientist, Psychiatrist, and Chairman


R. Lawrence Merkel, M.D.